

Pulp Capping

This is additional protection for exposed pulp when a deep cavity is being treated.

Reasonable and Customary Charge

This is the amount usually charged for similar treatment or

Sealant

This is a plastic film applied to the surface of the teeth, protecting the enamel from bacteria and resulting decay.

Surface

This is a term which refers to one of the four sides or a

WHO IS ELIGIBLE

If you're a regular non-management employee or an eligible temporary employee of a NYNEX participating company, you participate in this plan on the first day of the month in which you reach six months of net credited service. (See Appendix B "Eligibility for

WHEN YOUR COVERAGE NORMALLY ENDS

If you retire with a service or disability pension under the NYNEX Pension Plan, coverage for yourself and your eligible enrolled dependents under the NYNEX Non-Management Dental Expense Plan continues. Otherwise, coverage for you and your eligible enrolled dependents generally ends on the last day of the month in which:

- you begin a leave of absence
- you become a management employee
- you're laid off
- you fail to make any necessary premium payment
- you terminate employment with a NYNEX company or
- you die.

If you are a part-time employee paying for Dental Plan coverage, your coverage ends on the last day of the month you pay your final premium.

Under certain circumstances, continuation of your NYNEX Non-Management Dental Expense Plan coverage is available. (See "Continued Coverage" for more information.)

When Coverage for Dependents Ends

Generally, coverage under the NYNEX Non-Management Dental Expense Plan for your eligible enrolled dependents ends:

- on the same day your coverage ends
- on the last day of the month in which you die
- on the last day of the month in which your dependent is no longer eligible under the terms of the plan (See "Who Is Eligible" for more information.)
- on the last day of the month you stop making any required premium payments toward their coverage or
- on the day your dependents are covered by this plan as employees.

Under certain circumstances, continuation of NYNEX Non-Management Dental Expense Plan coverage is available. (See "Continued Coverage" for more information.)

For Certain Leaves of Absence

If you take a Family Care Leave of Absence or a Leave of Absence for Care of Newborn Children, Company-provided benefits will be continued for the period of your leave for you and your eligible enrolled dependents.

When Coverage May Be Continued to Complete a Dental Procedure

Generally, you're not covered for any services or supplies furnished after the date your coverage stops, even if NYNEX has predetermined the payments for a treatment submitted before you terminated employment.

However, under certain conditions the plan will continue to pay benefits for any covered individual, even after coverage under the NYNEX Non-Management Dental Expense Plan stops. The plan will pay for:

- a prosthetic device (such as full or partial dentures), if your dentist took the impressions and prepared the abutment teeth while you were covered, and installs the device within two calendar months after your coverage stops
- a crown, if your dentist prepared the tooth for the crown while you were covered, and installs the crown within two calendar months after your coverage stops and
- root canal therapy, if your dentist opened the tooth while you were covered, and completes the treatment within two calendar months after your coverage stops.

CONTINUED COVERAGE

You and one or more of your eligible enrolled dependents may elect to continue coverage under the NYNEX Non-Management Dental Expense Plan after the date it normally ends. If you do this, you must pay the entire premium cost.

You and your eligible enrolled dependents *will not* have the opportunity to elect continued coverage if coverage ends because:

- you fail to make any required premium payment or
- your participating company terminates all dental plan coverage for all employees.

You and one or more of your eligible enrolled dependents *will* have the opportunity to elect continued coverage only if a "qualifying event" occurs. The period of continued coverage you may elect is determined by the "qualifying event."

The following chart shows how long coverage can be continued after each qualifying event:

HIGHLIGHTS OF CONTINUED COVERAGE

Qualifying Event	Who's Eligible for Continued Coverage	If Paid for, Coverage Continues for...
Your employment is terminated	You and your eligible enrolled dependents	Up to 18 months (29 months under certain circumstances, if disabled)
You take an approved leave of absence	You and your eligible enrolled dependents	The length of the leave
You're laid off	You and your eligible enrolled dependents	Up to 18 months (29 months under certain circumstances, if disabled)
You die	Your eligible enrolled dependents	Up to 36 months
You become divorced	Your former spouse (who was enrolled for coverage)	Up to 36 months from the effective date of the divorce
You become legally separated	Your spouse, if you remove your spouse from coverage	Up to 36 months from the date of separation
A covered dependent child is no longer eligible for coverage under the plan	The dependent child (See "Your Dependents" for more information.)	Up to 36 months
You have a reduction in hours of employment that results in loss of coverage	You and your eligible enrolled dependents	Up to 18 months (29 months under certain circumstances, if disabled)

How Continued Coverage Works

You or your eligible enrolled dependents will be notified of

You or your dependents must

You can contact the administrator at the following address:

Calvin S. Smith, National Service Center

TAB

EXHIBIT 1
APPENDIX B
ATTACHMENT 7

NYNEX NON-MANAGEMENT GROUP LIFE INSURANCE PLAN

Amended and Restated effective January 1, 1992

NYNEX NON-MANAGEMENT GROUP LIFE
INSURANCE PLAN

Article I. Undertaking

- 1.1 The Company undertakes to make available the NYNEX Non-Management Group Life Insurance Plan (hereinafter called the "Plan") to Employees and Retired Employees which will pay benefits in accordance with the terms hereof. The purpose of the Plan is to provide Basic and Supplementary Group Life Insurance and Accidental Death and Dismemberment Insurance.
- 1.2 The Plan benefits will be provided by one or more Insurance Companies selected by the Company. Any

Article III. Eligibility

- 3.1 Except as may be provided in an applicable collective bargaining agreement, all Employees who have completed a Term of Employment of six months on the Effective Date of this Plan are eligible on that date.
- 3.2 Except as may be provided in an applicable collective bargaining agreement, all Employees who have completed less than a six-month Term of Employment on the Effective Date or who become Employees subsequent to the Effective Date will be eligible on the day following the later of completion of a Term of Employment of six months or the date they become Employees.
- 3.3 Except as may be provided in an applicable collective bargaining agreement, Employees who retired with a service or disability pension under the NYNEX Pension Plan, are eligible for coverage under the Basic Group Life Insurance and Supplementary Group Life Insurance provisions described in sections 5.3 and 5.4 of Article V.
- 3.4 Except as otherwise specifically provided in this Plan, a former Employee (other than a Retired Employee), including a former Employee eligible for a deferred vested pension, will be excluded from coverage under this Plan.

Article XIV. Administrative Information

14.1 The names and addresses of the benefit offices, Plan Administrator, Insurance Companies, and the agent for service of legal process can be found in the Plan's summary plan description, which is entitled "NYNEX Benefits for Non-Management Employees--Protecting Important People".

14.2 Administrator's Powers. The Administrator shall have all such powers as may be necessary to carry out the

be retained in the employ of the Employer or to interfere with the right of the Employer to discharge any employee at any time. No employee, prior to his or her satisfaction of the conditions of eligibility for benefit under the Plan, nor any other person, shall have any right to or interest in the Plan, other than as specifically provided in the Plan.

14.4 Governing Law. The Plan and all rights hereunder shall be governed, construed, and administered in accordance with the laws of the State of New York except to the extent pre-empted by the Internal Revenue Code or ERISA.

14.5 The Company's employer identification number is 13-3180909.

14.6 The Plan number is 501.

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A QUICK LOOK AT THE NYNEX SURVIVOR BENEFITS PROGRAM

There are six different parts to the NYNEX Survivor Benefits Program. They are:

- **Basic Group Life Insurance**
- **Accidental Death and Dismemberment Insurance**
- **Supplementary Group Life Insurance**
- **Dependent Group Life Insurance**
- **Accident Death Benefit**
- **Sickness Death Benefit**

Each part provides a specific benefit. The details of each part of the NYNEX Survivor Benefits Program are described in this section of your benefits handbook.

WHO IS ELIGIBLE

If you're a regular non-management employee of a NYNEX participating company, you're automatically eligible for Basic Group Life Insurance, Accidental Death and Dismemberment Insurance, and the Accident Death Benefit. You're also eligible to participate in the Supplementary Group Life Insurance and Dependent Group Life Insurance Plans.

You're eligible to participate in these plans on the day after you complete six months of net credited service. However, there's no service requirement for the Accident Death Benefit—it begins on your date of hire. (See "Important Definitions" in the Pension Plan section of this handbook, for an explanation of net credited service.)

You're eligible for a Sickness Death Benefit if your hire date by a NYNEX participating company for your current term of employment was before January 1, 1987.

If you're a temporary non-management employee of a NYNEX participating company you may be eligible for coverage under parts of the NYNEX Survivor Benefits Program. (See Appendix B "Eligibility for Temporary Non-Management Employees" in the Legal section of this handbook for further information.)

If you retired with a service or disability pension under the NYNEX Pension Plan, you're eligible for Basic Group Life Insurance. Also, you may be eligible to purchase Supplementary Group Life Insurance if you're younger than age 65.

HOW TO ENROLL

Before you reach six months of net credited service, you'll receive the necessary enrollment and beneficiary designation forms. On these forms, you'll need to:

- name a beneficiary (see "Naming a Beneficiary" for more information)
- indicate the Supplementary Group Life Insurance option you want (see "Supplementary Group Life Insurance" for a description of your options)
- indicate whether you want to elect Dependent Group Life Insurance (see "Dependent Group Life Insurance" for a description of your options) and
- authorize the company to make payroll deductions for Supplementary Group Life Insurance and/or Dependent Group Life Insurance coverage.

(See Appendix A "Forms to Use" for information on the forms you must file to enroll.)

Return the forms to your Payroll/CR&R Office within 31 days of your six-month eligibility date.

If you don't return these forms before the specified cutoff date, you'll only be covered by the company-provided Basic Group Life Insurance and Accidental Death and Dismemberment Insurance. But to name your own beneficiary(ies) for Basic Group Life Insurance, you'll have to submit the appropriate form.

You can enroll later for the additional coverages, but you'll have to complete appropriate statement of health forms, providing evidence of good health, satisfactory to the carrier.

Basic Group Life Insurance

You're automatically enrolled for Basic Group Life Insurance coverage.

Accidental Death and Dismemberment Insurance

You're automatically enrolled for Accidental Death and Dismemberment Insurance coverage.

Supplementary Group Life Insurance

If you want Supplementary Group Life Insurance, you must enroll.

Dependent Group Life Insurance

If you want Dependent Group Life Insurance coverage, you must enroll.

If You've Named More Than One Beneficiary

If you have more than one beneficiary, benefits will be paid either in a lump sum or money market account to each beneficiary.

If benefits go to your estate or a trustee, payment will be made in a lump sum.

Accidental Death and Dismemberment Insurance

If you receive a dismemberment insurance benefit, it will be paid to you in a lump sum or money market account.

If your death is accidental, your designated beneficiary will receive an accidental death benefit. It can be paid either in a lump sum or money market account. If there is no designated beneficiary, payment will be made to your estate.

Supplementary Group Life Insurance

Supplementary Group Life Insurance benefits are paid either in a lump sum or money market account.

Dependent Group Life Insurance

Benefits are payable to you either in a lump sum or money market account.

Accident or Sickness Death Benefits

For the Accident or Sickness Death Benefits, your beneficiary will be paid in either a lump sum or money market account. The Benefit Office will send your beneficiary the information and forms to complete after the Benefit Office has been notified of your death.

If a Beneficiary Dies First

If a beneficiary dies before you, the rights and interest of that beneficiary end.

If no named beneficiary for all or part of your insurance is living at the time of your death, the amount may be paid:

- to your living spouse
- equally to living children
- to one living parent or
- equally to your parents, if both are alive.

If none of these family members survives you, your insurance benefits will be paid to your estate.

If You Didn't Name a Beneficiary

If you fail to name a beneficiary, benefits are payable to your estate, unless the carrier determines that they should be paid to a surviving relative, as described above.

WHEN YOUR COVERAGE ENDS

Generally, your coverage under the NYNEX Survivor Benefits Program ends at the end of the month in which you leave NYNEX or a participating company. If you retire on a service or disability pension or are laid off, your coverage under this program may continue. (See "When Coverage May Be Continued" for more information.)

However, during the 31 days following the month you leave, you have the option of converting your Basic and Supplementary Group Life Insurance to an individual policy. (See "Conversion" for more information.)

If you have Dependent Group Life Insurance, coverage ends when you retire, terminate employment or die. You can't convert this coverage. Dependent Group Life Insurance coverage for your spouse ends on the date you become divorced.

Coverage for your dependent child ends at the end of the year your child reaches age 19, unless your child is:

- a full-time day student at an accredited institution, and under age 23 or
- mentally or physically handicapped.

If your child is a full-time student, coverage will end at the end of the month in which your child leaves school or graduates, or at the end of the year in which your child attains age 23, whichever occurs first.

Supplementary Group Life Insurance coverage stops at the end of the month in which you reach age 65, if you're retired.

When Coverage May Be Continued

Under certain circumstances, your coverage may be continued while you're disabled, on an approved leave of absence, laid off, or after you retire on a service or disability pension.

If You Become Disabled

If you become totally disabled, your benefits under this program will continue for part or all of the time you're unable to work due to your disability. The length of time your benefits continue depends on the company-sponsored disability benefits you receive.

While you're receiving Accident Disability benefits, your Accident Death Benefit may continue and your Basic Group Life Insurance, Accidental Death and Dismemberment Insurance and Sickness Death Benefit will continue at no cost to you. Your Supplementary Group Life Insurance and Dependent Group Life Insurance may continue if you continue to pay the required premiums.

While you're receiving Sickness Disability benefits, your Basic Group Life Insurance, Accidental Death and Dismemberment Insurance, Accident Death Benefit, and Sickness Death Benefit will continue—at no cost to you—for the duration of your disability, up to a maximum of 52 weeks. Your Supplementary Group Life Insurance and Dependent Group Life Insurance may continue if you continue to pay the required premiums.

Both your Accidental Death and Dismemberment Insurance and Dependent Group Life Insurance will end when your Sickness Disability benefits end if you don't return to work.

However, if you're not receiving a service or disability pension under the NYNEX Pension Plan, and satisfactory proof of your total disability is furnished to the insurance carrier, your Basic Group Life Insurance and any Supplementary Group Life Insurance you have will be continued at no cost to you for a varying period of time, depending on your length of service. This period of time is called a continuation period.

Here are the continuation periods that apply, by length of service:

If Your Length of Service Is...	After Your Sickness Disability Benefits End, Basic and Supplementary Group Life Insurance Continue For...
Under five years	One year
Five but under ten years	Two years
More than ten but under 15 years	Three years

However, your Supplementary Group Life Insurance will be continued only to age 65.

If you become disabled, and you have 15 or more years of net credited service, you're eligible for a pension under the NYNEX Pension Plan. (See the Pension Plan section of the handbook for details.) So, your Basic Group Life Insurance coverage continues for you at no cost, and you can continue your Supplementary Group Life Insurance at your own expense, until the end of the month in which you reach age 65.

If You Take an Approved Leave of Absence

If you apply for and receive an approved leave of absence (other than for military service longer than four weeks), your Basic Group Life Insurance and your Accidental Death and

If You're Laid Off

If you're laid off, your Basic Group Life Insurance and your Accidental Death and Dismemberment Insurance will continue at the company's expense for six months.

You may continue any

At age 70, the amount of your coverage will be equal to half of what it was when you retired. This is the amount of coverage that will stay in effect for the rest of your life.

The following chart illustrates the amount of Basic

Any Dependent Group Life Insurance also ends when you retire. You can't convert this coverage to an individual policy.

If You Continue to Work After Age 65

If you continue to work after

The following examples illustrate how the amount of your coverage is calculated while you are an active employee after age 65.

Example 1

If you are earning \$19,200 at age 67, the amount of your Basic Group Life Insurance and Accidental Death and Dismemberment after being reduced is \$16,000;

Annual Base Pay

\$19,200

CONVERSION

If your coverages under the NYNEX Survivor Benefits Program end, for any reason other than failure to make required contributions, you may convert almost all of your Basic Group Life Insurance and your Supplementary Group Life Insurance (if you have any) to an individual policy.

When your Basic Group Life Insurance is reduced 10% a year after you reach age 66, you may convert the amount of the reduction to an individual policy every time the reduction equals 20%. In other words, because the annual reduction between ages 66 and 70 is 10%, every other year (at ages 67 and 69) you may convert the past and current years' reduction to an individual policy.

You can't convert your Accidental Death and Dismemberment Insurance or Dependent Group Life Insurance to individual policies.

The advantage of this conversion feature is that you can do this without taking a medical examination, if you apply to the carrier within 31 days after:

- the day your coverage ends due to termination of your employment
- the day your coverage ends because the NYNEX Survivor Benefits Program ends, regardless of whether you are a regular or retired employee
- the date this program is amended to terminate your eligibility for coverage

- the date your coverage ends because of disability, leave of absence, or layoff, as described earlier (See "When Coverage May Be Continued" for more information.) or
- the date your coverage is reduced, as described above.

During this 31-day conversion period, your Basic Group Life Insurance and Supplementary Group Life Insurance coverage will continue.

The individual policy to which you may convert your Basic Group Life Insurance and Supplementary Group Life Insurance will meet the following requirements:

- it must be a form of insurance other than the term insurance customarily provided by the carrier; however, you can elect a nonrenewable interim term policy for the first year of individual coverage
- the premium will be calculated based on your class of risk, the form and amount of the individual policy, and your age on your birthday nearest to the date of the policy's issue and
- the amount will be equal to (or less than, if you choose) the amount of your life insurance under this program as of the date your 31-day conversion period began.

There are two exceptions to this last point. The first exception is if your coverage ends because this program is ended, the amount of your individual policy won't be more than the amount of your coverage under this program as of the date it ended, minus the amount of any coverage for which you're eligible—or for which you may become eligible—under any group policy issued or reinstated by the carrier within 45 days after the program ends.

The second exception is if your coverage ends because the program is amended and you're no longer eligible for coverage, the amount of your individual policy won't exceed the amount of coverage you're eligible for if the program ends, as described above.

Any individual policy issued to you will become effective at the end of the 31-day conversion period. However, if you die during this period, the plan will pay your beneficiary the maximum amount of life insurance for which an individual policy could have been issued under this provision, whether or not you have applied for an individual policy.

If your coverage ends, or is reduced by a cumulative 20%, you will receive a notice of your right to convert your coverage.

OTHER IMPORTANT INFORMATION

There are a number of other things you should know about the NYNEX Survivor Benefits Program.

Tax Considerations

If the amount of your group life insurance coverage—including any Supplementary Group Life Insurance coverage—is over \$50,000, the cost of your coverage over \$50,000—minus your own after-tax contribution, if any—is subject to federal income taxes. For this purpose, cost is determined by using tables published by the Internal Revenue Service.

Generally, employees who retire on or after January 1, 1984, with continuing group life insurance from the company also will be subject to imputed income for coverage over \$50,000. This doesn't apply to those who retire after January 1, 1984, who were age 55 or older on that date and employed by the company at some time during 1983, or to those who terminate employment and are disabled.

If you have a question about tax liability resulting from your life insurance coverage, contact your own tax advisor.

Assignment of Benefits

You have a right to assign your Basic Group Life Insurance, Accidental Death and Dismemberment Insurance, and Supplementary Group Life Insurance to someone else. This means you can name someone else as the owner of your policy, even though it's your life that's being insured. To do this you must receive the approval of both your company and the carrier.

If you do assign your life insurance to someone else, that assignment is irrevocable. If you make such an assignment, you give up all rights, title, interests, and ownership—both present and future—to your insurance. The person to whom you assign the insurance has the absolute and continuing right to name beneficiaries, or to exercise any other privileges which otherwise would have been available to you.

Because of the various legal and tax implications involved, you should consult both your lawyer and tax advisor before taking any such action. If you wish to make an assignment of your life insurance, you can get the appropriate forms from your Benefit Office. (See "Benefit Office Directory" in the Introduction section of this handbook.)

Any Questions

If after reading this section of the handbook you still have any questions about your NYNEX Survivor Benefits Program, contact your Benefit Office. (See "Benefit Office Directory" in the Introduction section of this handbook.)

Changes in the Plan

The company reserves the right to amend or terminate any of its benefit plans or programs, subject to any duty to bargain collectively.

THERE'S MORE

This handbook also describes other benefit plans provided by NYNEX or your participating company that can help provide financial security for your family if you die.

The NYNEX Corporation Savings and Security Plan (Non-Salaried Employees)

If you're participating in the Savings and Security Plan, your beneficiary will receive a payout of your account balances if you die.

The NYNEX Pension Plan

If you're vested in the NYNEX Pension Plan, when you die your spouse may receive 50% of your adjusted monthly pension for the rest of his or her life.

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LEGAL INFORMATION

The previous sections of this handbook describe the specific provisions of the various benefit plans and programs available to non-management employees of NYNEX and its participating companies. In addition to knowing these provisions, you need to know about your legal rights as a participant in these plans.

This section of the handbook describes those rights.

APPLYING FOR BENEFITS

In each section of this handbook, you'll find specific procedures for claiming benefits. (See Appendix A "Whom to Contact About Filing a Claim" for a list, by participating company, of whom to contact when you need information on filing a claim.)

Here's a directory showing where you can find specific information on how to apply for benefits under each plan and program that's summarized in this handbook.

Plan or Program Name	Title	Section Number
The NYNEX Medical Expense Plan	How to File a Claim	2
	If Your Claim Is Denied	2
	Your Right to Appeal	2
The NYNEX Non-Management Dental Expense Plan	How to File a Claim	3
	If Your Claim Is Denied	3
	Your Right to Appeal	3
The NYNEX Non-Management Vision Care Plan	How to File a Claim	4
	If Your Claim Is Denied	4
	Your Right to Appeal	4
The NYNEX Disability Program		
Incidental Absence Payments	How to Apply for Benefits	5
	How to Apply for Benefits	5
	If Your Benefits Are Denied	5
Sickness Disability	Your Right to Appeal	5
	How to Apply for Benefits	5
	If Your Benefits Are Denied	5
Long Term Disability	Your Right to Appeal	5
	How to Apply for Benefits	5
	If Your Benefits Are Denied	5
Anticipated Disability Leave	Your Right to Appeal	5
	How to Apply for Benefits	5
	If Your Benefits Are Denied	5
	Your Right to Appeal	5

Plan or Program Name	Title	Section Number
Accident Disability	How to Apply for Benefits	5
	If Your Benefits Are Denied	5
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The NYNEX Survivor Benefits Program	How to File a Claim	6
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The NYNEX Corporation Savings and Security Plan (Non-Salaried Employees)	Getting Your Money While You're Working	8
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	If Your Benefits Are Denied	8
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If Your Benefits Are Denied

In general, when you file a claim under any of the NYNEX plans, the benefits usually are paid as soon as possible. However, the claim may be denied. Often, a claim is denied simply because you haven't provided sufficient information.

In any case, if your claim is denied, you'll be notified. If more information is needed, you'll need to submit it in writing in order to have the claim paid.

If a claim is denied because the carrier, the provider, or the plan administrator believes that it isn't a valid claim, you (or your beneficiary, if the claim is for benefits resulting from your death) will receive written notification including:

- the reason for the denial
- specific references to plan provisions upon which the denial is based
- a description of additional information or material necessary to process the claim and
- information on what action you can take to submit the claim for review.

However, if you don't hear from your carrier, the provider, or the plan administrator within 90 days after you send in the claim, you should consider the claim denied, and you can start the appeal process.

Your Right to Appeal

If any claim is denied, you may file a written request for a review of the decision with the carrier, the provider, or the plan administrator, as appropriate. You're entitled to examine pertinent documents and to submit issues and comments in writing. However, if you wish to appeal a denied claim, you must do so within 60 days of your notification of the denial.

You'll be notified, in writing, of any resulting decision and the reasons for it. The decision normally will be made within 60 days, but special circumstances sometimes may cause the review of your appeal to take longer. All appeals will be resolved within 120 days from the date they're submitted.

The carrier, the provider, or the plan administrator has the exclusive right to administer and interpret the provisions of the plans and to make any final and binding decision.

CHANGES IN THE PLAN

NYNEX reserves the right to amend any of the plans, to change the method of providing benefits, or to terminate any or all of the plans subject to any obligation to bargain collectively. You'll be notified of any changes.

PLAN DOCUMENTS

This handbook summarizes the benefits provided to you by NYNEX or a participating company.

As indicated in the Introduction section of the handbook, the benefits are subject to the full terms and conditions of the plan documents or insurance contracts. These documents and contracts govern the plans and how they're administered. If there's a difference between what this handbook describes and what's written in a plan document or insurance contract, the language in the plan document or insurance contract is controlling.

EMPLOYMENT

Neither this handbook nor the benefits described in the handbook create a contract of employment, or a guarantee of employment, between the company and any employee.